

Huntington GIS 35G1504 6

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Schneider"), an Indiana Corporation, and Huntington County, ("Owner"), a County Government on January 22, of 2001.

SCHNEIDER

The Schneider Corporation
8901 Otis Avenue
Indianapolis, Indiana 46216-1037
(317) 826-7100

OWNER

Huntington County Commissioners
201 North Jefferson
Huntington, IN 46750

Owner intends to contract for **GIS Professional Services ("Project")**:

Project Name: IDEM Section 319 Grant GIS Elements

Common Location: Huntington, IN

Sec/Twp/Rg:

County: Huntington

AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Schneider and Owner agree as follows:

- 1. Scope of Services.** Schneider shall provide Owner with professional services in connection with the Project as described in Scope of Services (Attachment A). Schneider shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
- 2. Schedule of Services.** Schneider shall start and complete work as set forth in the Scope of Services. Schneider shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Schneider's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
- 3. Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Owner shall give Schneider authorizations to proceed prior to Schneider commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
- 4. Owner's Responsibilities:** Owner shall do the following in a timely manner so as not to delay the services of Schneider: (1) Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project. Schneider may rely fully on information and instructions provided by Owner's representative. Hereinafter, all references in this Agreement to "Owner" mean Owner or Owner's Representative. (2) Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Schneider by placing at Schneider's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which Schneider may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Schneider whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Schneider's services, or any defect or nonconformance in the work of any contractor.
- 5. Payment for Services.** Owner shall compensate Schneider for services rendered according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion. Subject to approval of Huntington County Council and the Indiana State Board of Tax Commissioners.
- 6. Payment Terms.** Owner agrees to pay all fees within 60 days of the date of the claim.

7. **Invoicing.** Detailed billings will be provided on a monthly basis.
- A. **Fixed Fee** - The invoices will be based on Schneider's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases.
 - B. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.
8. **Term and Termination.** Schneider's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If payment is not received within 60 days of the date of invoice, Schneider reserves the right, after giving seven days notice to Owner, to suspend services to the Owner or to terminate this Agreement. Schneider shall not be liable to Owner or any third parties for any damages caused by the suspension or termination of work for non-payment. Should Schneider and Owner be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Schneider shall have the right to terminate this Agreement upon seven days written notice to Owner. Owner may terminate this Agreement for any reason or without cause upon thirty days written notice to Schneider. If any work covered by this Agreement is suspended, terminated or abandoned, the Owner shall compensate Schneider for services rendered to the date of written notification of such suspension, termination or abandonment.
9. **Cost Estimates.** Schneider has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Schneider's opinions of probable total Project costs are made on the basis of Schneider's experience and qualifications and represent Schneider's best judgment as an experienced and qualified professional, familiar with the GIS industry. Schneider cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable costs prepared by Schneider.
10. **Assignment.** Neither Schneider or Owner shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Schneider from employing independent professional associates and consultants to assist in the performance of the services hereunder, upon prior approval by Owner.
11. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Schneider, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Schneider and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Schneider in conjunction with the services provided for under this Agreement shall remain the property of Huntington County and the intellectual property of Schneider.
12. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
13. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement, consisting of seven pages, constitute the entire Agreement between Owner and Schneider and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

OWNER**Huntington County Board of Commissioners**

By: Richard Brubaker
Print: Richard Brubaker
Title: Huntington County Commissioner
Date: 1-22-01

By: George A. Schul
Print: George A. Schul
Title: Huntington County Commissioner
Date: 1-22-2001

By: Vincent W. Hoover
Print: Vincent W. Hoover
Title: Huntington County Commissioner
Date: 1-22-2001

Witness:

By: Donald D. Schoeff
Print: DONALD D. SCHOEFF
Title: Huntington County Auditor
Date: 01-22-01

Schneider**The Schneider Corporation**

By: Eric A. Torok
Print: Eric A. Torok
Title: Director, Geographic Information Systems
Date: 2/3/01

ATTACHMENT A SCOPE OF SERVICES

PROJECT NAME: IDEM Section 319 Grant GIS Elements

Schneider shall provide Owner with professional and related services in connection with the Project as described below.

The intent of services provided under this contract is to assist Owner with continuing development and maintenance of the County's GIS. The goal of this particular project will be to add information to your GIS following the guidelines set forth in your Contract For Services with the Indiana Department of Environmental Management. The use of these layers in the GIS will be for identifying potential non-point pollution sources in Huntington County.

The layers of information and services that we will provide under this contract are:

- Water quality data
- Filter strips
- Grassed waterways
- Rock chutes
- Public Access Program Development
- GIS System and Layers Maintenance, Training, and Technical Support

Water Quality Data

We still have not reviewed the water quality data from IDEM. Until we see it, we really can't assess the value of information contained within it. The proposed water quality layer for Huntington ought to include other sources of water quality data (e.g. EPA) in addition to the IDEM data, but IDEM's data is by far the most important for this project. This estimate does not include non-GIS data from non-IDEM sources. It also does not include the sediment export model, described below.

At this time we can assume that the data will be represented as points, with eight to ten attributes each. We have no idea how many water quality points will complete the layer, but we will assume 200 points countywide at this time. We also will assume that the points will have latitude and longitude data that we can use for locations.

We can also look into a simple model for estimating sediment export from agricultural sites. By integrating the model (a formula with 6 or 7 parameters) with the GIS, we can quantify NPS. This is not something that we discussed with you at the meeting, but it is an option consistent with the contract with IDEM.

The sediment export model idea can be investigated if the County is interested. We can then agree on an additional scope, and set the fee accordingly. As you may know, with computer modeling of physical processes, a simple model can be relatively cheap (\$10,000), but costs can quickly escalate, especially if new layers such as DEMs, slope polygons, or other themes must be developed specifically for the model.

Filter Strips, Grassed Waterways, and Rock Chutes

To build these layers we will use information from the Farm Service Agency. There are two sources of information there – aerial maps and paper files. The aerial maps have the strips hand drawn on them, but at that scale the distances are not reliable. The maps also have an ID number on it and a program number for each parcel that participates.

Each participating parcel has a corresponding yellow file folder. In this folder, amongst many papers, are two important pieces of the puzzle. There is a smaller map that has more information on it, which in some cases has the dimensions. Also, there is a card that contains the parcel number, owner name, and dimensions "width x length" of each strip.

As you can see, the necessary information is not in one source and we will have to copy the different source materials. Here is the process that we are proposing:

- Out of each yellow program folder, we will copy the smaller map and the card. There are about 300 folders.
- From the Courthouse, copy each aerial map (about 400?). They will have to be copied in batches as the FSA thought they had better not let them all out of their office at once.
- Correlate each aerial with the corresponding cards and smaller maps for each parcel on the aerial that is in the

program.

- Draw the filter strips, grassed waterways, and rock chutes for each aerial individually.
- Add the attributes of Type, Width, and Length as they are drawn onto the new layer.
- Build topology and create shapefiles.

The filter strips and grassed waterways will be in one countywide polygon theme. These will be identified using the Type attribute. Rock chutes will be contained in one countywide point theme identifying their locations with no attributes.

Registered Livestock Operation Boundaries

Schneider will create a layer of registered livestock operations that exist throughout Huntington County. Registered livestock polygons will be converted into the GIS from the existing paper sources in the Planner's Office. The livestock maps will be converted to match the basemap. The livestock numbers will be captured and stored in the GIS. Conversion into polygons will enable the County to perform spatial analysis using this potential pollution layer.

Public Access Program Development

All datasets will be built to comply with Huntington County's Public Access system. We will add additional functionality to the current Public Access system to deliver the information over the Internet. We will also provide integration programming services to link the GIS Internet site to Manatron's MVP Internet site, which will house all parcel information. We will install all layers developed under this contract into the system. We will also provide on-site training to the County on how to maintain the Public Access GIS data and system.

GIS System and Layers Maintenance, Training, and Technical Support

Schneider will provide all GIS maintenance, training, and technical support for the year 2001. The services under this phase of the contract will be provided as needed, but the total amount of services will not exceed the proposed amount. All services will be in accordance with the goal of keeping the data as current and accurate as possible and keeping the system running efficiently and providing citizens with user-friendly, 24/7 access. Examples of services that can be used are:

- Software training for data maintenance
- On-site and telephone technical support
- Custom applications development
- Existing layers modification

Data Specifications and Project Management

We will assist Huntington County with creating the three written quarterly progress reports and the final written summary project report. All data created under this grant will comply with usual and customary standards and procedures developed by IDEM for data collection and documentation. We will document our quality assurance and quality control procedures, and we will deliver metadata for each data set.

ATTACHMENT B FEE SCHEDULE

PROJECT NAME: IDEM Section 319 Grant GIS Elements

Owner shall compensate Schneider for services rendered in accordance with the following terms. This contract remains in effect from the date of signing until September 15, 2001, when Schneider estimates completion of the entire project. Owner shall receive monthly invoices reflecting the prior month's Hourly maintenance services. Fixed fee services will be invoiced monthly based upon percentage of completion.

Fixed Fee Schedule

Water Quality Data	\$10,000	
Filter Strips, Grassed Waterways, and Rock Chutes		\$40,175
Registered Livestock Operation Boundaries		\$8,500
Public Access Program Development	\$20,200	
GIS System and Layers Maintenance, Training, and Technical Support	<u>\$3,500</u>	
Total Fixed Fees:	\$82,375	

Hourly Fee Schedule

JOB TITLE	REGULAR HOURLY RATE
PRINCIPAL	\$130.00
GIS DIRECTOR	\$110.00
COMPUTER PROGRAMMING OR COMPUTER/NETWORK TECH SUPPORT	\$120.00
GIS PROJECT, PRODUCTION MANAGER	\$95.00
GIS SPECIALIST	\$85.00
GIS TECHNICIAN	\$70.00
REGISTERED LAND SURVEYOR	\$85.00
LAND SURVEYOR	\$65.00
SURVEY CREW / 2-PERSON	\$130.00
SURVEY CREW / 3-PERSON	\$162.50
SURVEY OFFICE SUPPORT	\$65.00
SECRETARIAL	\$45.00

Travel time for onsite visits will be billed at one-half the hourly rate of the personnel responding.

Mileage will be billed at 33 cents per mile.

Certified mailings or Shipping

at cost

Delivery fees

Marion County

\$20.00

Outside Marion County

\$25.00

Other out-of-pocket expenses

cost plus 10%

DESIGNATION OF OWNER'S REPRESENTATIVE

PROJECT NAME: IDEM Section 319 Grant GIS Elements

In accordance with Paragraph 4(1) of Schneider's Professional Services Agreement between Owner and Schneider, dated January 22, 2001 and _____ respectively, Owner hereby designates Jim Cadoret to act as Owner's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

☒ No Exceptions

____ Exceptions (List below)

OWNER

By:

Print:

Title:

Date:

Richard Brubaker
Richard Brubaker
Pres. Co. Comm.
1-22-01

AUTHORIZATION TO PROCEED

PROJECT NAME: IDEM Section 319 Grant GIS Elements

In accordance with Paragraph 3 of the Professional Services Agreement between Owner and Schneider, dated January 22, 2001 and _____ respectively, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

<input checked="" type="checkbox"/>	Water Quality Data
<input checked="" type="checkbox"/>	Filter Strips, Grassed Waterways, and Rock Chutes
<input checked="" type="checkbox"/>	Registered Livestock Operation Boundaries
<input checked="" type="checkbox"/>	Public Access Program Development
<input checked="" type="checkbox"/>	GIS System and Layers Maintenance, Training, and Technical Support

Subject to approval by the Huntington County Council, Indiana State Board of Tax Commissioners, and IDEM.

for OWNER

By: Richard Brubaker
Print: Richard Brubaker
Title: Treas Co Comm
Date: 1-22-01